

AGENCY TERM CONTRACT

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SUBMIT BID TO:

STATE OF FLORIDA

INVITATION TO BID

Telephone Number:

**AGENCY TERM CONTRACT
Bidder Acknowledgement**
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pages

BIDS WILL BE OPENED

BID NO.

and may not be withdrawn within _____ days after such date and time.

AGENCY MAILING DATE:

BID TITLE:

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER

VENDOR NAME

REASON FOR NO BID

VENDOR MAILING ADDRESS

CITY - STATE - ZIP

POSTING OF BID TABULATION

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)_____
AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. (NOTE: If you are registered with DMS, your SPURS vendor number is located just above your firm's name on the label of the envelope transmitting this invitation.) Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.

2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the State of Florida.

(a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.

(b) **CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model available at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

(g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

6. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds

the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid from the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Agency reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Agency is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Agency unless evidenced by a Change Notice issued and signed by the Agency Purchasing Director or Purchasing Agent.

7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
8. **NOTICE OF BID PROTEST BONDING REQUIREMENTS:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
9. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
10. **AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.
11. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the Agency may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
 - a) Suppliers name being removed from the Division of Purchasing vendor mailing list.
 - b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
12. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of deliver, requesting that the carrier inspect the damaged merchandise.
 - c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - c) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Division of Purchasing at once, indicating in his letter the specific

regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.

14. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
15. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder users any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
16. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Florida. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not acceptable.
17. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Section 287.042(2)(b) and (c), F.S. In addition to the provisions of the Renewal Paragraph, the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
18. **RENEWAL:** The Agency reserves the option to renew the period of this contract, or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period shall be by mutual agreement in writing.
19. **ABNORMAL QUANTITIES:** Should any unusual or abnormal quantity requirements arise, the State reserves the right to solicit separate bids thereon.
20. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract of the supplier's negligence. The Division of Purchasing may assign the resulting contract upon mutual consent. The Agency may assign the resulting contract upon mutual consent.
23. **FACILITIES:** The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
24. **DISTRIBUTION OF CERTIFICATION OF CONTRACT:** One (1) copy of the Certification of Contract shall be furnished to each contractor as a result of this bid. It shall be the contractor's responsibility to reproduce and distribute copies of this certification to all distributors listed in this bid who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this certification by the contractor without prior approval of the Agency.
25. **THE SUCCESSFUL BIDDER(S) MUST PROVIDE:** A copy of any product literature and price list, in excellent quality black image on white paper.
26. **ADDITION/DELETION OF ITEMS:** The Agency reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the State's best interest.
27. **ORDERING INSTRUCTIONS:** Manufacturers are encouraged to bid direct naming dealers who will accept orders and complete deliveries. Bidder must include complete and detailed ordering instructions, including SPURS vendor number(s) for invoicing dealers on the bid form provided.
28. **PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.
29. **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, AND AUTHORIZED REPRESENTATIVE OF THE AGENCY OF THE DEPARTMENT OF MANAGEMENT SERVICES SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA, DEPARTMENT OF: _____

BY: _____
Authorized Agency Signature

(Date)

Contract Number _____

Effective _____

**STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA 32399-0500**

BID LIST REGISTRATION

July 26, 2000

With this sheet you have received bid documents for the following:

Bid or RFP #	002-01
Number of Addenda as of above date:	NONE
Item(s) of Bid	Computer Cabling and Services
Date and time due	August 24, 2000, 2:30 P.M.

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

**Department of Highway Safety and
Motor Vehicles
Neil Kirkman Building, Room B412
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524**

Company Name_____

Address_____

City, State & Zip_____

Attn:_____

Telephone _____ () _____

Fax No. _____ () _____

Signed_____ **Date**_____

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

For further information on this process, you may telephone (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://fcn.state.fl.us/hsmv/purchasing> and select "Current Bid Solicitations & Awards", or telephone our Bid Information Fax Vault at (850) 921-1290 from the touch tone telephone of your fax machine.

PURPOSE: The purpose of this bid is to establish a contract for **computer cabling and related services** at the Department of Highway Safety and Motor Vehicles located in the Neil Kirkman Building, Leon County, Tallahassee, Florida. The vendor may also be requested to provide services for the Florida Highway Patrol, Driver Licenses or the County Tax Collectors in the following areas Taylor, Gadsden, Franklin or Wakulla counties on an "as needed" basis. It is anticipated that the contract will be effective September 1, 2000 through August 31, 2005.

PRICE PREFERENCE: In accordance with Section 287.057(6)(c), Florida Statutes, as created by Committee Substitute for House Bill 2587, Effective July 1, 1994, certified minority business enterprises will be accorded a price preference of 10% of the lowest responsive bid offered by a non-certified bidder.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

NOTICE TO CONTRACTOR: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

BID LANGUAGE AND/OR PREFERENCES: The Minority Business Advocacy and Assistance Office has standing to protest, pursuant to s.287.09451, in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding bidder has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, an agency failed to adopt applicable preference for minority participation. Any low bidder with no participation may be deemed not in "good faith."

MANDATORY REQUIREMENTS: The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms “shall,” “must” or “will” (except to indicate simple futurity) in this ITB indicate a mandatory requirement or condition.

The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a proposal.

NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS: Bids which do not meet all material requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to the State. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsive.

The Department reserves the right to determine which bids meet the material requirements of the ITB, and which bidders are responsible.

PROPOSER'S INQUIRIES: The bidder shall examine the invitation to bid to determine if the State's requirements are clearly stated. If there are any requirements, which restrict competition, the bidder may request, in writing, to the State that the specifications be changed. The bidder who requests changes to the State's specifications must identify and describe the proposer's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this ITB, and/or requests for changes to the invitation to bid must be received in writing by the issuing purchasing office no later than **August 11, 2000**. A bidder's failure to request changes by the date described above, shall be considered to constitute bidder's acceptance of State's specifications. The State shall determine what changes to the invitation to bid shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this invitation to bid, which shall be sent to all bidders in order that all bidders shall be given the opportunity of submitting bids to the same specifications. Copies of questions and final answers, along with any changes to the ITB will be mailed to all firms who were furnished a copy of this ITB by the Department, in the form of a written addendum, as soon as reasonably practicable. Bidders submitting a bid must submit by the bidding deadline written acknowledgment of any addendum.

DISPUTES: Any prospective bidder who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this ITB, any addendum, Notice of Intended Award, or Notice of Intent to Reject any or all Bids, shall file a notice of intent to protest in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of the receipt of the ITB or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in

Section 120.53(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received.

ESTIMATED EXPENDITURES: It is anticipated that the Department of Highway Safety and Motor Vehicles in Leon County will expend approximately \$125,000 during the anticipated (12 month) contract resulting from this bid. These estimated figures are given only as a guideline for determining your interest and should not be construed as representing a commitment to any specific amount of expenditures under this contract.

TERMINATION FOR CAUSE: The Department reserves the right to immediately terminate the Contract by providing written notice to the Contractor if the Department determines any of the following have occurred:

1. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the ITB or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. Contractor fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
3. The action or inaction of the Contractor substantially endangers the performance of the Contract, or such occurrence can be reasonably anticipated;
4. There may be unilateral cancellation of the agreement by the Department if the Contractor refuses public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.F.S., and made or received by the Contractor in conjunction with this Contract.

Notwithstanding approval requirements, which may be reserved, to the Department of Highway Safety and Motor Vehicles under the contract, the Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under the contract. The Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Department of Highway Safety and Motor Vehicles.

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in sub-paragraphs 2 or 3 above, the Contractor shall have ten (10) calendar days after receipt of said notice to remedy the failures or problems. If the Contractor fails to so remedy, the Department of Highway Safety and Motor Vehicles may order the Contractor to stop immediately all work. If the contract is terminated for cause or unilaterally canceled by the Department of Highway Safety and Motor Vehicles, the Department of Highway Safety and Motor Vehicles shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

TERMINATION BY MUTUAL AGREEMENT: With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

TERMINATION IN THE BEST INTERESTS OF THE STATE: The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30 day notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the state. If the Department terminates in the best interests of the state after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30 day written cancellation notice will be sent to the vendor.

TERMINATION FOR CONVENIENCE OF THE CONTRACTOR: The contractor may terminate the contract in its entirety at its convenience, upon 90 days notice in writing to the Contract Manager, Stan Kirkland. All of the contractor's obligations under the contract will remain in force during the 90 day notice period.

CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION: After receipt of a Notice of Termination, and except as otherwise specified by the Department, contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated
3. Complete performance of such part of the work as shall not have been terminated by the Department; and
4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.
5. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Department of Highway Safety and Motor Vehicles all property and materials belonging to the Department of Highway Safety and Motor Vehicles, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department of Highway Safety and Motor Vehicles all written information regarding the performance of the contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department of Highway Safety and Motor Vehicles concurrently with such transfer or assignment shall assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.
6. Upon termination of the contract by the Department of Highway Safety and Motor Vehicles, the Contractor shall be deemed to have released and relinquished to the Department of Highway Safety and Motor Vehicles any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

INSPECTION OF PREMISES: Contractor must perform an on-site inspection/evaluation of premises prior to submitting bid in order to be fully aware of the scope of contract, assessing the current status of the cabling operation and defining current/future needs and how these needs will be met. For appointment to visit premises, contractors are to contact Mr. Craige Goodman, Department of Highway Safety and Motor Vehicles, 2900 Apalachee Parkway, Neil Kirkman Building, Room C111, Tallahassee, Florida, telephone (850) 414-0505. Certification of Site Survey (Attachment A) must be completed, signed and submitted with bid.

ESTIMATED EXPENDITURES: It is anticipated that the Department of Highway Safety and Motor Vehicles in Leon County will expend approximately \$125,000 during the anticipated (12 month) contract resulting from this bid. These estimated figures are given only as a guideline for determining your interest and should not be construed as representing a commitment to any specific amount of expenditures under this contract.

INTERFACE: The supplier will responsible for identifying and resolving all interface parameters between his/her and associated equipment.

TECHNICAL DOCUMENTATION: All products bid must meet or exceed all conditions and specifications of the Invitation to Bid (ITB). When technical documentation is required by this ITB, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the ITB and to allow a technical evaluation of the product. Failure to provide the required technical documentation with the bid submittal shall make the bidder responsive.

INSURANCE, CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE: The contractor shall take out and maintain during the life of this agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect him/her from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself/herself or by anyone directly or indirectly employed by him/her, and the amount of such insurance shall be the minimum limits as follows:

A.	CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE	\$1,000,000 Each Occurrence, Combine Single Limit
B.	AUTOMOBILE LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE	\$100,000 Each Occurrence, Combined Single Limit

Insuring clause for both BODILY INJURY and PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

INSURANCE, LOSS DEDUCTIBLE CLAUSE: The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

The contractor shall furnish the purchaser an insurance certificate which will evidence that all of the appropriate coverages are in full force and effect.

INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE: The contractor shall require each of his/her subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his/her subcontractors in his/her policy, as specified above.

INSURANCE, WORKER'S COMPENSATION: The contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all of his/her employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his/her employees not otherwise protected.

PRICES AND BIDDING INSTRUCTIONS: Prices must be entered for each and every item described on Bid Sheets. Failure to do so shall disqualify your bid. Use the prices furnished on the Bid Sheets in completing the installation and repair scenarios listed in Table A (Service Order). The total cost of the scenarios must be transferred to Table B.

BID AWARD: A contract will be awarded the responsive lowest bidder as determined by the total costs shown on Table B. The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received.

ADDENDA: All addenda to this bid invitation will be in writing to all bidders known to be in receipt of this bid invitation. The bidder must acknowledge receipt of all addenda.

DISCUSSIONS: No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications, which are in writing from this Department, may be considered as a duly authorized expression on behalf of the state. Any inquiries from bidders concerning this bid shall be submitted in writing to the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

MINOR BID EXCEPTIONS: This Department reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.

INVOICES: Items to be invoiced as shipped or delivered. Invoices to be submitted in triplicate to Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room A414, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0514, Attention: Bureau of Accounting.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractors rights and the State Agency's responsibilities concerning interest penalties and time limits for payment of invoices.

PRIDE: It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc.

Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida, 2720 Blair Stone Road, Suite G, Tallahassee, Florida 32301, telephone (850) 487-3774.

PERIOD OF AGREEMENT: This agreement shall be in effect from the begin date of the contract for the initial period of sixty months (60) with an option to renew for five (5) years. Renewal is contingent upon satisfactory performance by the successful bidder and the availability of funds.

A price escalation may be added by the vendor to the price of all items for the second through fifth twelve (12) month periods of the sixty (60) month contract period and for each 12 month portion of any renewal periods by using the Producer Price Indexes published by U.S. Department of Labor, Superintendent of Documents, P.O. Box 311954, Pittsburgh, PA 15220-7954, Phone # 202/512-1800 using the formula indicated below. The last published Producer Price Index prior to award of contract will be the reference date for the beginning (old) PPI index. The most recent published Producer Price prior to the ordering to be priced will establish the referenced date for the New PPI Index (Table 6, Industry Code 1176, Communication and Related Equipment.

New PPI Index

Old PPI Index = Price Escalation Rate

Increases claimed by the contractor in accordance with this formula must be documented by the contractor to the agency's satisfaction at least 90 calendar days prior to the effective date of the next contract year, i.e. no later than June 1.

The effective date of any price increase shall be September 1st of the contract year during which the increased price will be in effect.

The agency may require a decrease by the amount of the PPI decrease from the last PPI published prior to award of the contract and during any renewal period.

SUBMITTING OF BID: These bid forms furnished must be submitted in submitting your bid. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated.

Submit your bid to: Department of Highway Safety and Motor Vehicles, Bureau of Purchasing and Contracts, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

IMPORTANT: Mark on the envelope/container in which your bid is submitted: Bid No. **002-01** to be filed **2:30 P.M., August 24, 2000.**

ACCESSIBILITY FOR DISABLED PERSONS: If a special accommodation is needed please advise no later than five working days prior to the event.

State of Florida
 Department of Highway Safety
 and Motor Vehicles
 Bureau of Purchasing and Contracts

Specifications No. 730-075
 Effective Date: 07/24/00

SPECIFICATIONS

COMPUTER CABLING AND SERVICES

Computer cabling, hardware reconfigurations and cable/connector repairs, in a multi-vendor environment.

1.0 INTRODUCTION: The Department of Highway Safety and Motor Vehicles is seeking a comprehensive computer cabling and service vendor for computer installation/cable repairs/installs located in the Neil Kirkman Building, Tallahassee, Florida and the surrounding counties of Taylor, Gadsden, Wakulla and Franklin. The vendor is expected to support and maintain all computer peripheral cables not being maintained or covered by warranty or current service contracts.

2.0 SCOPE

2.1 THE SCOPE of the contract shall include but not be limited to:

- A. All relocations of LANS/Personal Computers, Telex Systems, including any support Component, or wiring to re-establish a fully functional system.
- B. All additions and expansions of existing computer cabling configurations, including but not limited to RG62, RG58, Level 5, Fiber Optic, 50/100 pair telco and any termination component associated with the require add.
- C. Repair of computer cables, and connectors, including but not limited to: DB9, 15 & 25 male/female connectors, BNC Coax, RJ11, 45 male/female connectors, terminating blocks and ortronics 88500418 o- 40300158 level 5 connectors or any associated cable which cause a communication failure.

NOTE: In the event services and/or repairs are needed that are not contained herein, the Department reserves the right to request quotes from the successful bidder and order the needed services and/or repairs. The Department also reserves the right to utilize additional vendors in the event the successful bidder is unable to perform the needed services and/or repairs, or for any other reason if it is in the best interest of the State to purchase needed services and/or repairs elsewhere. However, this clause will not be used to evade the intent of this invitation to bid.

3.0 AREA TO BE SERVED

- 3.1 This contract will be used to support and maintain all departmental owned computer cabling in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. The vendor may also be requested to provide services for the Florida Highway Patrol, Driver Licenses or the County Tax Collectors in the following counties: Taylor, Gadsden, Franklin or Wakulla. This contract does not serve equipment, components or systems currently under warranty. However, upon expiration of the warranty, the agency may utilize this contract for system support and maintenance.

4.0 SERVICE FACILITY

- 4.1 The vendor shall maintain his/her service facility in Leon County, Florida. A central service/repair number will be provided for call in by the agency authorizing official. A log will be kept of all incoming requests and/or calls for repair and will include:

- A. Date/Time call received.
- B. Problem description.
- C. Location, Building, Room number
- D. Name of Contact Person
- E. Date/Time of Dispatch

The same information will be filled out on a service order form, discussed in Section 10.3 and hand delivered to the authorizing official located in the Neil Kirkman Building. The vendor's service facility shall maintain a sufficient inventory of spare parts to meet the service needs of the State of Florida under this contract for repairs and have ready access to parts for additions and expansions to meet the terms of this contract.

5.0 QUALIFICATIONS

- 5.1 The bidder must certify on an attached certification page that he/she has experience in Fiber Optic and has maintained at least one hundred 100 NODR Network on each cable configuration specified in Bid sheets. The vendor must also submit a list of at least five (5) customers along with their respective telephone numbers. The State reserves the right to request additional customer contacts.
- 5.2 The bidder must certify he/she has in his/her employment or will have at time of award, at least five (5) service technicians with a minimum of three (3) years experience each in installing and maintaining all cabling plus components as specified in Bid Sheets. The terms of this contract require the vendor to employ a sufficient number of personnel to meet the terms and conditions of this contract.

- 5.3 Vendor personnel will be required to carry a means of identification, such as a badge or be readily identifiable (shirt logo, etc) as being an employee of the vendor when making site visits to the Neil Kirkman Building, or any associated Department building.

6.0 **RESPONSE TIME FOR REPAIRS, MOVES, ADDITIONS AND RECONFIGURATIONS**

- 6.1 All repairs will require a response within the next half work day. NOTE: No repair will be authorized unless a cost estimate is provided by the vendor and approved by the agency authorizing official (See Section 8.1). Failure to respond to a repair due to unavailable parts may lead to a declaration of default, contract cancellation and other lawful remedies.

- 6.2 **MOVES, ADDITIONS, RECONFIGURATIONS:** All relocations or installations of computer peripherals will be scheduled and completed within ten (10) working days after the service provider receives approval from the authorizing agent, unless otherwise specified. All service requests will be generated by Department of Highway Safety and Motor Vehicles using the service order sheet provided in Table A (See Section 10.2). Based on the given service order specifications, the service provider will return a cost estimate to the agency within five (5) working days. The service order will be logged in and given a scheduled due date not to exceed ten (10) working days, unless otherwise specified with the following exceptions:

- A. Department of Highway Safety and Motor Vehicles requests a completion date of more than ten (10) working days.
- B. There were delays beyond the control of the vendor.

A request for completion of less than ten (10) days will be a matter of negotiation between Department of Highway Safety and Motor Vehicles and the vendor.

The service order activity form will be maintained in such a manner, to allow the vendor to retrieve information so order status can be given to Department of Highway Safety and Motor Vehicles regarding status, due dates, etc., of pending service orders. Sections 10.1 and 10.2 will expand on service order activity form.

7.0 **CONSULTING ROLE**

- 7.1 Upon request the vendor may be required to provide information to Department of Highway Safety and Motor Vehicles concerning system layouts, system designs or reconfiguration. The vendor will, however, provide Department of Highway Safety and Motor Vehicles, with cost estimates concerning work to be performed either by onsite visits or over the telephone.

8.0 COST ESTIMATES

8.1 Written cost estimates provided by the vendor shall be accurate and complete. The price schedule listed on Bid Sheet will be utilized for pricing when that task can be covered in the schedule. Items not covered by the price schedule should be estimated by the vendor and approved by the agency authorizing official prior to start work date. Cost of actual work performed cannot exceed by more than ten percent (10%) of original estimated cost except for the following reasons:

- A. Additional work not included in the original estimate.
- B. Circumstances not foreseeable caused the actual labor required to perform the task to increase or additional equipment to be required.

9.0 AGENT OF THE STATE

9.1 The vendor shall act as the agent of Department of Highway Safety and Motor Vehicles concerning telecommunications with the Local Telephone company, in that the vendor will be responsible for resolving interface problems or resolving problems between equipment and services provided by the Telephone Company for connecting new or additional data circuits.

10.0 DOCUMENTATION

10.1 The vendor will be required to control, schedule and track (status) all service order activity for all work performed for Department of Highway Safety and Motor Vehicles. The vendor may assign his/her own in-house work orders in what ever manner he/she chooses, however, they must be cross referenced with the original service order request and Project Number.

10.2 SERVICE ORDER STATUS: The vendor will maintain a log of all incoming service order requests containing as a minimum the following:

- A. Project Number (assigned by Department of Highway Safety and Motor Vehicles).
- B. The date received.
- C. Due date assigned
- D. Work order assigned

10.3 COMPLETED SERVICE ORDER FORMS: Upon request the vendor must be able to produce the status of its service order requests and their respective due dates.

Completed service order forms will be returned to Department of Highway Safety and Motor Vehicles. The vendor will maintain a copy of the completed form in his/her files. Any changes at variance with the service order form must be changed with a notation of the reason for the change.

The invoice from the vendor must cross reference the service order request, and project number and the charges on the two (2) must match in order for Department of Highway Safety and Motor Vehicles to authorize payment to the vendor.

- 10.4 **SERVICE ORDER FORMS:** When requesting work from the vendor, the Department of Highway Safety and Motor Vehicles will use a written service order for a service cost quote, signed by the authorizing official.
- 10.5 **SERVICE ORDER COST QUOTES:** Within five (5) working days from date of receipt, the Vendor will provide an estimated cost quote including parts and labor. Quotes must be approved by the authorizing official prior to any service being provided.
- 10.6 **REPAIR TICKETS:** Repair tickets to be composed of two parts:
- A. The original – retained by the vendor.
 - B. Department of Highway Safety and Motor Vehicles copy – copy given to authorizing official.

11.0 **CHARGEABLE TIME**

- 11.1 The allowable chargeable time will be from the time the vendor's personnel arrive on the premises until the work is completed during the normal business hours of 8:00 A.M. till 5:00 P.M. Time will be charged in increments of one-hour. The following is an example of how charges would be computed:

Service Trip Charge	\$20.00
Time 1 hour Min.	75.00
Hardware	<u>1.20</u>
Total Service Bill	\$96.20

Chargeable time for repairs will begin the moment the vendor arrives on premise. Trips made by the vendor personnel to obtain required repair parts are not a chargeable time.

Department of Highway Safety and Motor Vehicles may request the vendor to work after hours or on weekends. Chargeable time will be 1.5 times the bid hourly rate for work after 5:00 P.M. and Saturdays. Work performed on Sundays will be 2 times the bid hourly rate. Department of Highway Safety and Motor Vehicles will arrange for building access after hours and on weekends.

- 11.0 **HOURLY LABOR CHARGES:** Repair personnel must be sufficiently trained and supervised to pursue the work expeditiously and efficiently. The agency reserves the right to dispute excessive labor charges and to cancel the contract with the vendor whose labor charges are unreasonable.

12.0 PARTS

- 13.1 VENDOR PROVIDED PARTS: Supplied parts must be new. All parts used in repairs or additions, must have a ninety (90) day full replacement warranty including labor. Any part that carries a manufacturer warranty greater than ninety (90) days, the manufacturers warranty will apply. No warranties will apply when the vendor is directed to use parts or components provided by the state or agency.
- 13.2 USER PROVIDED PARTS: Any part listed may be procured separately by Department of Highway Safety and Motor Vehicles at its option. The contractor however, will still be required to install the supplied part.
- 14.0 TECHNICAL DOCUMENTATION FOR BID EVALUATION: If bidding other than the makes and models specified on the attached "Parts List Price Sheet", technical documentation shall be provided to demonstrate that each substitute part bid meets or exceeds the manufacturer's specifications for the specified part listed. Technical documentation is not required for parts listed without a specified manufacturer or part number. Manufacturers specification sheets or technical publications are acceptable to demonstrate compliance with the above requirements. Individual specifications and requirements must be addressed; a general statement such as "complies with all requirements" is not acceptable. Products bid must meet or exceed all specifications.
- 15.0 BUILDING/WIRING: The vendor must coordinate and communicate with the authorizing official to ensure familiarity with the various wired Systems in the building (e.g. HVAC control system, security system, cable TV, Closed Circuit TV, etc). In the event the vendor's representatives damage one of these systems, they will be responsible for ringing out the system immediately upon problem notification, then completing the cabling project assigned.
- 16.0 RACK ROOMS: Cables will be run from the appropriate rack room not stacked and located on the different floors cables pulled in the direction given to the vendor by the authorizing official.
- 17.0 CABLES: Cables shall be supported by components of the building structure, cables shall not be supported by on suspended from, other building system. Cables shall not from this date forward be supported by or rest on ceiling grid system. Cables shall when required be racked within the chase on plenum.

CERTIFICATION

I hereby certify that _____ has experience in Fiber Optic
(Name of Firm)

and has maintained at least one hundred (100) Node Network on each cable or component specified within the year prior to the issuance of this bid.

I also certify that _____ has in it's employment at least
(Name of Firm)
Five (5) service technicians or will have at time of award with a minimum of three (3) years experience each in servicing, installing and maintaining all components and cable within this Bid.

Authorized Signature

FAILURE TO EXECUTE AND RETURN THIS FORM WITH THIS BID PACKAGE SHALL DISQUALIFY YOUR BID.

CUSTOMER LIST

(See Specification Para. 5.0)

1.	Customer Name:	_____
	Address:	_____
	City & State	_____
	Name & Telephone of contact	_____
2.	Customer Name:	_____
	Address:	_____
	City & State	_____
	Name & Telephone of contact	_____
3.	Customer Name:	_____
	Address:	_____
	City & State	_____
	Name & Telephone of contact	_____
4.	Customer Name:	_____
	Address:	_____
	City & State	_____
	Name & Telephone of contact	_____
5.	Customer Name:	_____
	Address:	_____
	City & State	_____
	Name & Telephone of contact	_____

BID SHEET

1.	Coax RG62 PVC	Price per Foot	\$_____
2.	Coax RG62 Teflon	Price Per Foot	\$_____
3.	Fiber Optic Cable multimode, 6 Strand 62.5/125 micron, plenum rated	Price Per Foot	\$_____
4.	Fiber Optic Cable multimode, 4 Strand 62.5/125 micron, plenum rated	Price Per Foot	\$_____
5.	Amp Wire Mng. Bracket # 558331	Price Per each	\$_____
6.	Amp Faceplate # 557691-1-Almond	Price Each	\$_____
7.	Amp Cat 5 Insert # 569012-1 Black	Price Each	\$_____
8.	Amp Cat Insert # 569012-2 Almond	Price Each	\$_____
9.	Amp Patch Panel # 557431-1	Price Each	\$_____
10.	10 Standard 7' x 19" W rack 568A	Price Per Each	\$_____
11.	100 Pair Telco, Solid Conductor Wire or plenum rated jacket	Price Per Foot	\$_____
12.	50 Pair Telco, Solid Conductor Wire Teflon or plenum rated jacket	Price Per Foot	\$_____
13.	568A 10 ft. Patch Cord, 10" ft. Category 5 patch Cord	Price Per Each	\$_____
14.	4 Wire Silver Satin	Price Per Foot	\$_____
15.	8 Wire Silver Satin	Price Per Foot	\$_____
16.	6 Wire Silver Satin	Price Per Foot	\$_____
17.	Fiber Optic Cable Multimode, 2 Strand 62.5/125 micron, plenum rated	Price Per Foot	\$_____
	Hourly Labor Rate		\$_____
	Trip Charge		\$_____

Complete and sign below. Unsigned offers will not be considered.

Firm: _____

Authorized Signature: _____

Title: _____

Note: Cable price will not include service order charges, trip charges, labor and installation. Cable price will include terminating both ends (excluding connector).

BID SHEET

18.	RJ45-Male	Price Each	\$_____
19.	BNC Coax Male Twist On	Price Each	\$_____
20.	DB25 Male Connector	Price Each	\$_____
21.	DB25 Female connector	Price Each	\$_____
22.	DB25 covers	Price Each	\$_____
23.	DB15 Male connector	Price Each	\$_____
24.	DB15 Female Connector	Price Each	\$_____
25.	DB15 Covers	Price Each	\$_____
26.	6 Outlet Power Strips Intermatic EG606L	Price Each	\$_____
27.	568A 25 Ft Patch Cords	Price Each	\$_____
28.	RJ 11 Male	Price Each	\$_____
29.	DB9 Male Connector	Price Each	\$_____
30.	DB9 Female Connector	Price Each	\$_____
31.	DB9 Covers	Price Each	\$_____
32.	Amp Cat 5 96 Port Panel # 557863-1 110 Style	Price Each	\$_____
33.	Fiber optic ST Connector, Multimode	Price Each	\$_____
34.	Cable, Category 5 UTP	Price Per Foot	\$_____
	Hourly Labor Rate	\$_____	
	Trip Charge	\$_____	

Complete and Sign below: Unsigned offers will not be considered.

Firm: _____

Authorized Signature: _____

Title: _____

Note: Parts do not include service order charges, trip charges, labor and installation cost.

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:
FEDERAL EMPLOYER IDENTIFICATION NUMBER
(FEID): _____
VENDOR: _____
STREET ADDRESS OR P.O. BOX: _____
CITY, STATE, ZIP: _____
TELEPHONE NUMBER: _____

DELIVERY: DELIVERY WILL BE MADE WITHIN ____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT INQUIRY TO: (NAME, ADDRESS, AND TELEPHONE NUMBER OF INDIVIDUAL IN YOUR ORGANIZATION WHO MAY BE CONTACTED REGARDING CONTRACT WHICH MAY RESULT FROM THIS BID. THIS CONTRACT LIAISON INDIVIDUAL MUST RESPOND TO INQUIRIES WITHIN EIGHT (8) WORKING HOURS).

NAME AND TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

Attachment A

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

CERTIFICATION OF SITE SURVEY

FIRM NAME: _____

REPRESENTED BY: _____

DATE OF SURVEY: _____

On the above date, site was inspected and I am fully aware of the entire scope of contract.

Signature of Firm Representative

Site survey Verified by:

(One of the following signatures is required)

Craig Goodman

Mary Jo Levins

SERVICE ORDER #1
SERVICE ORDER
Table A – DHSMV

Estimated Cost \$ _____

Page #320

Service Provider: _____

Date: _____

Item Nbr.	Device Type	FH ID FH ID SERIAL #	CPU PORT NO. OA HOST	CPU ID and Room #	Port or Chan. #	Room # From	Room # To	Cable Type	Connector Type Dev. Host	Est. Cable Length +-10%	Vendor Estimate +-10%	Special Instructions
1.	P.C. Phone	NA	NA	B458	NA	B458	A428	LEV. 5 TEF.	TERMINATE	280 x 2	\$	
2.	P.C. Phone	NA	NA	B458	NA	B458	C407	LEV. 5 TEF.	TERMINATE	240 x 2	\$	
											\$	
				MATERIAL S	4	RJ45	INSERT S	AMP	569012-1		\$	
					4	RJ45	INSERT S	AMP	569012-2		\$	
					2	FACE	PLATES	AMP	557691-1		\$	
											\$	LABOR CHARGES
											\$	TRIP CHARGES
											\$	TOTAL

*TOTAL COST EQUALS HOURLY RATE BID, TIMES HOURS REQUIRED, IN HOUR INCREMENTS. ALLOWANCE ±10%

DIVISION/BUREAU:PROJECT NEED DATE:ASAPUSER ORG. CODE:

Project Number:

Authorizing Agent: _____

Date: _____

TABLE A

SERVICE ORDER #2
SERVICE ORDER
Table A – DHSMV

Estimated Cost \$ _____

Page #321

Service Provider: _____

Date: _____

Item Nbr.	Device Type	FH ID FH ID SERIAL #	CPU PORT NO. OA HOST	CPU ID and Room #	Port or Chan. #	Room # From	Room # To	Cable Type	Connector Type Dev. Host	Est. Cable Length +10%	Vendor Estimate +10%	Special Instructions
1.	UNISYS TERM.	NA	NA	B158	NA	B158	A132	LEV. 5 TEF.	DB - DB 25M - 15F	200 x 1	\$	
2.	UNISYS TERM.	NA	NA	B258	NA	B258	B260	LEV. 5 TEF.	DB - DB 25M - 15F	160 X 1	\$	
											\$	LABOR CHARGES
											\$	TRIP CHARGES
											\$	TOTAL

*TOTAL COST EQUALS HOURLY RATE BID, TIMES HOURS REQUIRED, IN HOUR INCREMENTS. ALLOWANCE $\pm 10\%$ DIVISION/BUREAU:PROJECT NEED DATE:ASAPUSER ORG. CODE:

Project Number:

Authorizing Agent: _____

Date: _____

TABLE A

SERVICE ORDER #3
SERVICE ORDER
Table A – DHSMV

Estimated Cost \$ _____

Page #322

Service Provider: _____

Date: _____

Item Nbr.	Device Type	FH ID FH ID SERIAL #	CPU PORT NO. OA HOST	CPU ID and Room #	Port or Chan. #	Room # From	Room # To	Cable Type	Connector Type Dev. Host	Est. Cable Length +-10%	Vendor Estimate +-10%	Special Instructions
1.	TELEX TERM..	NA	NA	B158	NA	B158	A110	RG62 TEF.	BNC - BNC	200 x 1	\$	
2.	TELEX TERM.	NA	NA	B458	NA	B458	A432	RG62 TEF.	BNC - BNC	160 X 1	\$	
											\$	LABOR CHARGES
											\$	TRIP CHARGES
											\$	TOTAL

*TOTAL COST EQUALS HOURLY RATE BID, TIMES HOURS REQUIRED, IN HOUR INCREMENTS. ALLOWANCE +-10%

DIVISION/BUREAU:PROJECT NEED DATE:ASAPUSER ORG. CODE:

Project Number:

Authorizing Agent: _____

Date: _____

TABLE B
TOTAL PRICE SHEET

AWARD CRITERIA

Total of Service Order	1	\$_____
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Total of Service Order	2	\$_____
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Total of Service Order	3	\$_____
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Basis of Award-Total of Services Orders 1, 2, and 3		\$_____
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Sign below: Unsigned offers will not be considered.

Firm: _____

Authorized Signature: _____

Title: _____



State of Florida
**DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES**
TALLAHASSEE, FLORIDA 32399-0500

FRED O. DICKINSON, III
Executive Director

August 10, 2000

Addendum # 1
BID NO. 002-01
Computer Cabling and Services
Due 2:30 PM
August 24, 2000

Dear Sir or Madam:

The subject Invitation to Bid is hereby amended as follows:

Remove pages 20 and 21 of 21 from your bid documents, and substitute the enclosed like numbered pages marked (Revised 08/10/00).

It will not be necessary to sign and return a copy of this Addendum # 1.

All other terms and conditions remain unchanged.

Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

Russ Rothman, CPPO
Chief of Purchasing and Contracts

RR:nfp
Cc: Mary Jo Levins
Craig Goodman

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

BID: 002-01
ITEM: Computer Cabling and Services
DATE: August 24, 2000
TIME: 2:30 P.M.

CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline.

- _____ 1. Invitation to Bid/Bidder Acknowledgment, the PUR 7050 cover sheet, filled out and signed.
- _____ 2. Bid Sheets (Pages 20 and 21 of 21), Table A 1 –3 and Table B of the invitation to bid, with your price, company name, signature and title.
- _____ 3. Addendum acknowledgments, signed, if any addenda to this invitation to bid are issued.
- _____ 4. Certification of Drug Free Workplace, if applicable.
- _____ 5. Certification of Qualifications (ref 5.1 and 5.2, page 13).
- _____ 6. Customer List (ref. 5.1, Page 13).
- _____ 7. Technical documentation if offering alternates (ref. 14.0, Page 17).

NOTE: Address your bid to the “Submit Bids To” address in the upper left hand corner of page one, and write the bid number, due date and time on the envelope, package or courier delivery document.

For a list of all current DHSMV bid/proposal solicitations visit our home page at <http://www.hsmv.state.fl.us/purchasing>.

Prepared by: Nelda Parker
Title: Business Manager III
Telephone: (850) 488-4656